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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/709,793

05/28/2004

Rajagopal Andra

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08/22/2006

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EXAMINER

DWIVEDI, MAHESH H

ART UNIT

PAPER NUMBER

2168

DATE MAILED: 08/22/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No. 10/709,793	Applicant(s) ANDRA ET AL.	
	Examiner Mahesh H. Dwivedi	Art Unit 2168	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 28 May 2004.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-22 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 28 May 2006 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date <u>9/16/2004</u> . | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Information Disclosure Statement

1. The information disclosure statement (IDS) submitted on 09/16/2004 has been received, entered into the record, and considered. The submission is in compliance with the provisions of 37 CFR 1.97. Accordingly, the information disclosure statement is being considered by the examiner.

The listing of references in the specification is not a proper information disclosure statement. 37 CFR 1.98(b) requires a list of all patents, publications, or other information submitted for consideration by the Office, and MPEP § 609.04(a) states, "the list may not be incorporated into the specification but must be submitted in a separate paper." Therefore, unless the references have been cited by the examiner on form PTO-892, they have not been considered.

Drawings

2. The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they do not include the following reference sign(s) mentioned in the description: "70". Corrected drawing sheets in compliance with 37 CFR 1.121(d) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and

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informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

4. Claims 1, 11, and 21 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. The limitation "building a list of a sequence of said static and dynamic structures" is not adequately described in the specification. The examiner is unclear as to what the sequence is, and what it exactly contains. The sequence is merely stated in the specification without a proper definition of what it actually represents.

Claims 2-10, 12-19, and 22 are rejected for incorporating the deficiencies of claims independent claims 1, 11, and 21 respectively.

Claims 6, 16, and 22 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the

invention. The limitation "building multiple repeating dynamic structures at runtime" is not adequately described in the specification. The limitation is merely stated in the specification without a proper definition of what it actually represents.

5. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. Claim 9 recites the limitation "**said pre-building of said static and dynamic structures**" in the first two lines of the claim. There is insufficient antecedent basis for this limitation in the claim, as no such limitation is claimed in claim 3.

Claim 19 recites the limitation "**said pre-building of said static and dynamic structures**" in the first two lines of the claim. There is insufficient antecedent basis for this limitation in the claim, as no such limitation is claimed in claim 13.

Claim Rejections - 35 USC § 102

7. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

8. Claims 1-4, 6, 8-14, 16, 18-19, and 21 are rejected under 35 U.S.C. 102(b) as being anticipated by **Dan et al.** (U.S. PGPUB 2002/0178103).

9. Regarding claims 1 and 11, **Dan** teaches a method and program, storage device comprising:

- A) pre-building static structures of an XML transaction (Paragraphs 33-35);
- B) classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures (Paragraphs 34-35);
- C) building a list of a sequence of said static and dynamic structures (Paragraph 32);
- D) linking said list to a type of XML transaction and a predetermined trading partner profile (Paragraphs 32-34); and
- E) combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction (Paragraphs 34-35).

The examiner notes that **Dan** teaches “**pre-building static structures of an XML transaction**” as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that **Dan** teaches “**classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures**” as “a negotiable field 1023 or 1024 may be treated as a blank

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that me be completed by the negotiating party" (Paragraph 35). The examiner further notes that **Dan** teaches "**building a list of a sequence of said static and dynamic structures**" as "a set of sequencing rules 180 may be provided in meta contract 110 to ensure that the various negotiation actions are being issued in the correct order" (Paragraph 32). The examiner further notes that **Dan** teaches "**linking said list to a type of XML transaction and a predetermined trading partner profile**" as "Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile" (Paragraph 32). The examiner further notes that **Dan** teaches "**combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction**" as "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34) (Paragraph 34). The examiner further notes that once the contract template of **Dan** is sent for negotiation, it contains fields that are set and non-negotiable and fields that are negotiable.

Regarding claims 2 and 12, **Dan** further teaches a method and program storage device comprising:

A) wherein said XML transaction occurs in a business-to-business (B2B) electronic environment (Paragraph 29).

The examiner notes that **Dan** teaches "**wherein said XML transaction occurs in a business-to-business (B2B) electronic environment**" as "method of automated

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negotiations of the invention is capable of producing a contract such as, for example, a service contract, and preferable a business-to-business (B-B) service contract” (Paragraph 29).

Regarding claims 3 and 13, **Dan** further teaches a method and program storage device comprising:

A) predefining said trading partner profile associated with a predetermined trading entity (Paragraph 38).

The examiner notes that **Dan** teaches “**predefining said trading partner profile associated with a predetermined trading entity**” as “when each of the parties has a preexisting profile, an initial version of a contract may be created by automatically combining information from the profiles, subject to a later negotiation process” (Paragraph 38).

Regarding claims 4 and 14, **Dan** further teaches a method and program storage device comprising:

A) wherein said pre-building of said static structures occurs prior to runtime of said XML transaction (Paragraphs 33-34).

The examiner notes that **Dan** teaches “**wherein said pre-building of said static structures occurs prior to runtime of said XML transaction**” as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML

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document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that contract of **Dan’s** runs once the negotiation phase begins to fill in the initial blank negotiable fields 1023 and 1024.

Regarding claims 6 and 16, **Dan** further teaches a method and program storage device comprising:

- A) filling said empty tags of said dynamic structures with business data values (Paragraphs 34-35); and
- B) building multiple repeating dynamic structures at runtime of said XML transaction (Paragraphs 34-35, 44).

The examiner notes that **Dan** teaches “**filling said empty tags of said dynamic structures with business data values**” as “a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party” (Paragraph 35) and “**building multiple repeating dynamic structures at runtime of said XML transaction**” as “A negotiation comprises one or more sub negotiations. Each sub negotiation involves a subset of all of the items to be negotiated” (Paragraph 44).

Regarding claims 8 and 18, **Dan** further teaches a method and program storage device comprising:

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A) wherein said trading partner profile comprises partner data, communication protocol data, transaction data, transaction format data, and XML format version data (Paragraphs 33-35, Figure 4).

The examiner notes that **Dan** teaches “**wherein said trading partner profile comprises partner data, communication protocol data, transaction data, transaction format data, and XML format version data**” as “The profile may include information such as: products and services provided, specific business processes that the service provider can perform, security requirements, and technology information such as which message-exchange protocols are supported by the service provider” (Paragraph 33) and “Allowable choices 1014 may cover, for example, business and/or technical considerations such as a list of supported transport protocols, a list of supported shipping and transport services (such as overnight shipping, airmail delivery, etc.), delivery times, and/or the optional use of preexisting meta contract” (Paragraph 35).

Regarding claims 9 and 19, **Dan** further teaches a method and program storage device comprising:

A) wherein said pre-building of said static and dynamic structures occurs at a time of installation of said trading partner profile in a database in said computer system (Paragraph 10).

The examiner notes that **Dan** teaches “**wherein said pre-building of said static and dynamic structures occurs at a time of installation of said trading**

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partner profile in a database in said computer system" as "providing a starting state for a contract, wherein the starting state may be a previous contract, a publicly defined template such as, for example, Open Buying on the Internet (OBI), or a template defined prior to the negotiation by one of the parties" (Paragraph 10).

Regarding claims 10 and 20, **Dan** further teaches a method and program storage device comprising:

- A) linking said static structures to a type of XML transaction and said predetermined trading partner profile (Paragraphs 32-34); and
- B) storing the linked static structures in said database (Paragraph 37).

The examiner notes that **Dan** teaches "**linking said static structures to a type of XML transaction and said predetermined trading partner profile**" as Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile" (Paragraph 32) and "**storing the linked static structures in said database**" as "In a preferred embodiment of the invention, an initial version of a contract may be obtained from a repository that contains a collection of searchable information, including individual businesses' contract templates or profiles and other related information" (Paragraph 37).

Regarding claim 21, **Dan** teaches a computer system comprising:

- A) means for pre-building static structures of an XML transaction (Paragraphs 33-35);

B) means for classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures (Paragraphs 34-35);

C) means for building a list of a sequence of said static and dynamic structures (Paragraph 32);

D) means for linking said list to a type of XML transaction and a predetermined trading partner profile (Paragraphs 33-34); and

E) means for combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction (Paragraphs 34-35).

The examiner notes that **Dan** teaches “**means for pre-building static structures of an XML transaction**” as “The profile serves as the starting point of a negotiation by providing an initial version of a contract document” (Paragraph 33), “The profile may be expressed, for example, as an XML document whose contents may be incorporated into a contract” (Paragraph 34), and “One example of a contract template is an almost-complete electronic contract document with a few fields left blank” (Paragraph 34). The examiner further notes that **Dan** teaches “**means for classifying dynamic structures of said XML transaction with empty tags and single occurrence classifiers for repeating dynamic structures**” as “a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party” (Paragraph 35). The examiner further notes that **Dan** teaches “**means for building a list of a sequence of said static and dynamic structures**” as “a set of sequencing

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rules 180 may be provided in meta contract 110 to ensure that the various negotiation actions are being issued in the correct order" (Paragraph 32). The examiner further notes that **Dan** teaches "**means for linking said list to a type of XML transaction and a predetermined trading partner profile**" as "Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile" (Paragraph 32). The examiner further notes that **Dan** teaches "**means for combining said static structures with said dynamic structures at a runtime of said XML transaction based on said sequence, said type of XML transaction, said trading partner profile, and said dynamic structures of said XML transaction**" as "One example of a contract template is an almost-complete electronic contract document with a few fields left blank" (Paragraph 34) (Paragraph 34). The examiner further notes that once the contract template of **Dan** is sent for negotiation, it contains fields that are set and non-negotiable and fields that are negotiable.

Claim Rejections - 35 USC § 103

10. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

11. Claims 5, 7, 15, 17, and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over **Dan et al.** (U.S. PG PUB 2002/0178103) as applied to claims 1-4, 6, 8-14, 16, 18, and 21, and in view of **Thomas** (U.S. PG PUB 2003/0167446).

12. Regarding claims 5 and 15, **Dan** does not explicitly teach a method and program storage device comprising:

A) creating a copy of a pre-defined data type definition format comprising said XML format.

Thomas, however, teaches “**creating a copy of a pre-defined data type definition format comprising said XML format**” as “the processor reads 12 the document type definition (DTD) of the first XML file and creates a copy 13 of the DTD” (Paragraph 38).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas's** would have allowed **Dan's** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

Regarding claims 7 and 17, **Dan** teaches a method and program storage device comprising:

A) constructing a final XML structure based on said combining (Paragraph 46).

The examiner notes that **Dan** teaches "**constructing a final XML structure based on said combining**" as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46).

Dan does not explicitly teach:

B) wherein said final XML structure is validated by comparing said final XML structure against said copy of said data type definition format.

Thomas, however, teaches "**wherein said final XML structure is validated by comparing said final XML structure against said copy of said data type definition format**" as "Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4" (Paragraph 44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas's** would have allowed **Dan's** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

Regarding claim 22, **Dan** teaches a computer system comprising:

- A) means for predefining said trading partner profile associated with a predetermined trading entity (Paragraph 38);
- B) means for filling said empty tags of said dynamic structures with business data values(Paragraphs 34-35); and
- C) building multiple repeating dynamic structures at runtime of said XML transaction (Paragraphs 34-35, 44);
- D) means for constructing a final XML structure using said means for combining (Paragraph 46);
- E) means for linking said static structures to a type of XML transaction and said predetermined trading partner profile (Paragraphs 32-34); and
- F) means for storing the linked static structures (Paragraph 37).

The examiner notes that **Dan** teaches “**means for predefining said trading partner profile associated with a predetermined trading entity**” as “when each of the parties has a preexisting profile, an initial version of a contract may be created by automatically combining information from the profiles, subject to a later negotiation

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process" (Paragraph 38), **"means for filling said empty tags of said dynamic structures with business data values"** as "a negotiable field 1023 or 1024 may be treated as a blank that may be completed by the negotiating party" (Paragraph 35), **"building multiple repeating dynamic structures at runtime of said XML transaction"** as "A negotiation comprises one or more sub negotiations. Each sub negotiation involves a subset of all of the items to be negotiated" (Paragraph 44), **"means for constructing a final XML structure using said means for combining"** as "the negotiation continues 370 to step 380 where the negotiation is complete and step 390 leads to the service contract or TPA" (Paragraph 46), **"means for linking said static structures to a type of XML transaction and said predetermined trading partner profile"** as "Starting definitions and values for these types of information in the negotiated contract may be provided in a TPA template or party profile" (Paragraph 32), and **"means for storing the linked static structures"** as "In a preferred embodiment of the invention, an initial version of a contract may be obtained from a repository that contains a collection of searchable information, including individual businesses' contract templates or profiles and other related information" (Paragraph 37).

Dan does not explicitly teach:

G) means for creating a copy of a data type definition format comprising said XML format; and

H) wherein said final XML structure is validated by comparing said final XML structure against said copy of said data type definition format

Thomas, however, teaches “**means for creating a copy of a data type definition format comprising said XML format**” as “the processor reads 12 the document type definition (DTD) of the first XML file and creates a copy 13 of the DTD” (Paragraph 38) and “**wherein said final XML structure is validated by comparing said final XML structure against said copy of said data type definition format**” as “Once the user has finished entering modifications to the XML file and all of the modifications have been found to be either not significant or valid semantic changes, the temporary version of the XML file in the RAM 7 is written over the original XML file in the first storage region 4” (Paragraph 44).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of the cited references because teaching **Thomas’s** would have allowed **Dan’s** to provide a method to record changes to a markup language file by validating them in order to allow that file to be in compliance with constraints defined in a set of declarations, as noted by **Thomas** (Paragraph 5).

Conclusion

13. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

U.S. PGPUB 2002/0042782 issued to **Albazz et al.** on 11 April 2002. The subject matter disclosed therein is pertinent to that of claims 1-22 (e.g., methods to generate b2b contracts).

U.S. PGPUB 2005/0005116 issued to **Kasi et al.** on 06 January 2005. The subject matter disclosed therein is pertinent to that of claims 1-22 (e.g., methods to generate b2b contracts).

U.S. PGPUB 2006/0059024 issued to **Bailey et al.** on 16 March 2006. The subject matter disclosed therein is pertinent to that of claims 1-22 (e.g., methods to generate b2b contracts).

U.S. PGPUB 20020138399 issued to **Hayes et al.** on 26 September 2002. The subject matter disclosed therein is pertinent to that of claims 1-22 (e.g., methods to generate b2b contracts).

U.S. PGPUB 20020091533 issued to **lms et al.** on 11 July 2002. The subject matter disclosed therein is pertinent to that of claims 1-22 (e.g., methods to generate b2b contracts).

Contact Information

14. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Mahesh Dwivedi whose telephone number is (571) 272-2731. The examiner can normally be reached on Monday to Friday 8:20 am – 4:40 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tim Vo can be reached (571) 272-3642. The fax number for the organization where this application or proceeding is assigned is (571) 273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR.

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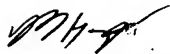
Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Mahesh Dwivedi

Patent Examiner

Art Unit 2168



August 14, 2006



Leslie Wong

Primary Examiner